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could be entered against you as requested.

Attorneys for Plaintiffs

IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

PAULIINA GREAVES and WESLEY GREAVES, Plaintiffs, v. RAD POWER BIKES INC., Defendant.	COMPLAINT Civil No. 220901395 Judge Amy Oliver Tier III
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I.

PARTIES, JURISDICTION, AND VENUE

1. This action is filed pursuant to Tier III of Rule 26, Utah Rules of Civil Procedure.
2. The acts complained of herein occurred in Salt Lake County, State of

Utah.

3. At all material times herein, Plaintiff Pauliina Greaves and Plaintiff Wesley Greaves were residents of Salt Lake County, Utah.

4. Defendant Rad Power Bikes Inc. (hereinafter “Defendant”) is a Washington based corporation registered and authorized to transact business in the State of Utah, which corporation manufactures and sells electric bicycles, including the RadMini 4 electric bicycle, VIN number W19080703170928A, which was purchased by the Plaintiffs.

5. The incident complained of herein occurred in Salt Lake County, State of Utah.

II.

STATEMENT OF FACTS

6. On April 8, 2020, Plaintiff Pauliina Greaves purchased a RadMini 4 electric bicycle to ride around her community in Brighton, Utah. *RadMini 4 Bicycle Receipt Dated April 8, 2020* (attached as Ex 1).

7. A RadMini 4 electric bicycle was shipped to Plaintiff Pauliina Greaves shortly after the purchase, which bicycle had the VIN number of W19080703170928A.

8. The RadMini 4 electric bicycle arrived at Plaintiff Pauliina Greaves home in a big cardboard box.

9. Plaintiff Wesley Greaves followed the manufacturer's instructions to assemble the bicycle by watching a video on the assembly of the electric bicycle, which video was produced by the Defendant and its employees.

10. The assembly instructions did not include tightening the stem riser clamp bolt between the upper shaft and handlebar and the main frame of the electric bicycle.

11. On April 25, 2020, Plaintiff Pauliina Greaves mounted the RadMini 4 electric bicycle for the first time and propelled the bicycle forward away from her front door.

12. After riding the bicycle forward a short distance out of her driveway, Plaintiff Pauliina Greaves turned the handlebars to the right in an attempt to make a right hand turn.

13. Unbeknownst to Plaintiff Pauliina Greaves, the RadMini 4 electric bicycle ridden by Plaintiff Pauliina Greaves had a loose stem riser clamp bolt, which caused the handlebars to spin freely to the right within the steerer tube, but the front wheel of the RadMini 4 electric bicycle did not turn.

14. Plaintiff Pauliina Greaves fell off the RadMini 4 electric bicycle to the ground, causing her to injury her bilateral hands and wrists.

15. On June 2, 2020, Plaintiff Pauliina Greaves received an e-mail from the Rad Power Bikes Product Support Team. *E-mails from the Rad Power Bikes Product Support Team* (attached as Ex. 2).

16. The e-mail from the Defendant advised the Plaintiffs that the RadMini 4 electric bicycle purchased by the Plaintiffs “may have a handlebar stem riser that is not as tightly clamped to the front fork steerer tube as it should be. This could cause the handlebar to rotate unexpectedly and could cause an accident or potential injury.” *Id.*

17. The e-mail from the Defendant indicated that the impacted bicycles included the RadMini 4 and RadMini Step-Through II electric bicycles. *Id.*

18. The email from the Defendant instructed the Plaintiffs as follows: “Out of an abundance of caution, we highly recommend that you do not ride your RadMini until you have the bike serviced by a professional, which we will pay for . . . Take your RadMini to a local, qualified bike mechanic of your choice to perform this service for you (the mechanic can follow the instructions here). The bike shop can either contact Rad directly for payment prior to service, or you can provide the payment up front and we will reimburse you.” *Id.*

19. On June 6, 2020, Plaintiff Pauliina Greaves took the RadMini 4 electric bicycle to Fishers Cyclery, 2175 South 900 East, Salt Lake City, UT 84106, where the bicycle was serviced by Wayne Baxter. *Fishers Cyclery Payment* (attached as Ex. 3).

20. On June 16, 2020, Tony Thomas, a Rad Power Bikes Product Support Manager, reached out to the Plaintiffs through an email and again reminded the Plaintiffs to have the RadMini 4 electric bicycle fixed, noting as follows: “Were you able to back out the stem bolts and retighten them since the last time we spoke? I am still happy to help locate a bike shop that you would be able to utilize to perform a full tune-up on the

Radmini if you wish, as well as cover the cost.” *E-mails from the Rad Power Bikes Product Support Team* (attached as Ex. 2).

III.

FIRST CAUSE OF ACTION: BREACH OF PURCHASE CONTRACT

21. The Plaintiffs re-allege and incorporate herein by reference 1 through 20 above.

22. The Plaintiffs allege that the Defendant and its employees breached the purchase contract by providing the Plaintiffs with a RadMini 4 electric bicycle that was unsafe and unfit to ride.

23. The Plaintiffs allege that the Defendant and its employees breached the purchase contract on one or more of the following particulars:

- a. By failing to timely inspect, assemble, set up, and test the RadMini 4 electric bicycle before selling it to the Plaintiffs;
 - b. By failing to follow the Defendant’s own policies and procedures regarding the assembly, inspection, and delivery of the RadMini 4 electric bicycle before it was sent to the Plaintiffs;
 - c. By failing to timely repair and remedy the defects or unsafe conditions of the bicycle after the Plaintiffs received the electric bicycle and before the electric bicycle was ridden by Plaintiff Pauliina Greaves;
- and

d. By providing the Plaintiffs an electric bicycle that was unsafe to ride.

24. As a result of the Defendant's breach, Plaintiff Pauliina Greaves has suffered physical and emotional injuries.

25. The Plaintiffs seek all damages they are entitled under the breach of purchase contract.

IV.

SECOND CAUSE OF ACTION: NEGLIGENCE OF THE DEFENDANT AND ITS EMPLOYEES

26. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 25 above.

27. The Defendant and its employees had sole possession and control over the assembly of the RadMini 4 electric bicycle, and they had the expertise to ensure that the electric bicycle was free from product design defects, manufacturing defects, and assembly defects prior to selling the electric bicycle to the Plaintiffs.

28. The Plaintiffs allege that the Defendant and its employees had control and possession of the RadMini 4 electric bicycle prior to shipping it to the Plaintiffs.

29. In spite of having exclusive control, knowledge, and expertise to send the Plaintiffs the electric bicycle in a safe and reasonable condition, the Defendant and its employees failed to do so.

30. The Defendant and its employees owed the Plaintiffs a duty to inspect and test the RadMini 4 electric bicycle to ensure that it was properly assembled, manufactured, and designed so that the vehicle was safe to ride once assembled correctly according to the manufacturers guidelines out of the box.

31. The Defendant and its employees owed the Plaintiffs a duty to follow the delivery procedures in delivering a serviceable and safe RadMini 4 electric bicycle to the Plaintiffs prior to the Plaintiffs attempting to ride the bicycle.

32. The Defendants and its employees owed the Plaintiffs a duty to inspect and test the RadMini 4 electric bicycle to ensure that it was properly assembled and free from any defects or unsafe conditions prior to sending the electric bicycle to the Plaintiffs.

33. The Defendant and its employees had a duty to Plaintiffs to provide the Plaintiffs with a RadMini 4 electric bicycle that had a tightened stem riser clamp bolt.

34. The Defendant owed the Plaintiffs a duty to provide a pre-ride checklist to the Plaintiffs that addressed the proper inspection of the RadMini 4 electric bicycle, which inspection would identify any defects or hazards regarding the RadMini 4 electric bicycle.

35. The Defendant and its employees breached their duty to the Plaintiffs by failing to properly inspect, test, assemble, provide a check-list, and deliver the RadMini 4 electric bicycle to the Plaintiffs in a safe and reasonable condition.

36. The Defendant and its employees owed the Plaintiffs a duty to warn of any defects regarding the assembly, manufacture, and design of the RadMini 4 electric bicycle purchased by the Plaintiffs.

37. The Defendant and its employees breached their duty by, among other things:

- a. Failing to correct unsafe conditions and defects of the RadMini 4 electric bicycle purchased by the Plaintiffs;
- b. Failing to timely warn the Plaintiffs of the loose stem riser clamp after the Plaintiffs had received the RadMini 4 electric bicycle;
- c. Failing to properly inspect and test the RadMini 4 electric bicycle purchased by the Plaintiffs;
- d. Failing to properly train employees who inspected, tested, or sent the RadMini 4 electric bicycles the Plaintiffs; and
- e. Failing to follow delivery procedures in delivering the RadMini 4 electric bicycle to the Plaintiffs.

38. The Defendant knew, or should have known, that the RadMini 4 electric bicycle purchased by the Plaintiffs and sent to the Plaintiff's by the Defendant and its employees had a loose stem riser clamp and bolt, which allowed the handlebars to turn freely without turning the front wheel.

39. The Defendant failed to follow its policies and procedures by sending a dangerous and unfit RadMini 4 electric bicycle to the Plaintiffs.

40. As a proximate result of the above-mentioned negligent acts, omissions, and wrongful conduct, Plaintiff Pauliina Greaves sustained a displaced commuted transverse fracture through the neck of the fifth metacarpal of the left hand, a fifth metacarpal head fracture in the left wrist, a distal radial fracture in the right wrist, left hand pain, and right hand pain.

41. As a direct and proximate result of the above-mentioned negligent acts, omissions, and wrongful acts of the Defendant and its employees, Plaintiff suffered special and general damages.

42. As a direct and proximate result of the negligent acts, omissions, and wrongful conduct of the Defendant and its employees, Plaintiff Pauliina Greaves suffered past and present medical bills in an amount of \$28,273.42. Additional medical costs will, more likely than not, be required in this case. Plaintiff Pauliina Greaves will seek leave of Court to amend in the amount of said medical bills once the same are known.

43. As a direct and proximate result of the above-mentioned negligent acts, omissions, and wrongful conduct of the Defendant and its employees, Plaintiff Pauliina Greaves will suffer future damages in the amount of \$37,597.00. Said future damages may well increase, which damages will be amended once the same are known.

44. As a further and proximate result of the negligent acts, omissions, and wrongful conduct of the Defendant and its employees, Plaintiff Pauliina Greaves has sustained wage loss in the amount of \$92,527.00. Additional lost wages may be incurred.

Plaintiff Pauliina Greaves will seek leave of Court to amend in the amount of said lost wages once the same are known.

45. As a further and proximate result of the above-mentioned negligent acts, omissions, and wrongful conduct of the Defendant and its employees, Plaintiff Pauliina Greaves has suffered pain of both body and mind. Plaintiff Pauliina Greaves has suffered a loss of enjoyment of life. Plaintiff Pauliina Greaves has been unable to go about her business. These damages may well continue into the future.

46. As a further proximate result of the above-mentioned negligent acts, omissions, and wrongful conduct of the Defendant and its employees, Plaintiff Pauliina Greaves has suffered permanent disfigurement and scarring.

47. The Defendant acted by and through its employees, agents, partners and officers, and Defendant is responsible for the acts and omissions of its employees, agents, partners, and officers through the doctrine of respondeat or superior.

V.

THIRD CAUSE OF ACTION: NEGLIGENCE OF SELLERS

48. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 47 above.

49. Under the Utah Liability Reform Act and through Utah Case Law, retailers, such the Defendant, are liable if they sell a defective product.

50. The Plaintiffs allege that the Defendant and its employees were negligent and failed to use proper care, in addition to the acts and omissions incorporated above, in

failing to properly assemble, instruct, research, purchase, inspect, test, label, warn of risks, warn of recall, specify, and assist in the installation, repair, replacement, or service of the RadMini 4 electric bicycle purchased by the Plaintiffs.

51. The Plaintiffs allege that the Defendant and its employees owed the Plaintiffs a duty to properly assemble, instruct, research, purchase, inspect, test, label, warn of risks, warn of recalls, specify, assist with installation, repair, replace, and service the RadMini 4 electric bicycle purchased by the Plaintiffs.

52. The Plaintiffs allege that Defendant and its employees owed the Plaintiffs a duty to properly invent, develop, manufacture, assemble, package, design, instruct, research, purchase, compound, inspect, test, label, warn of risks, warn of recalls, specify, assist with the installation, repair, replace, and service the RadMini 4 electric bicycle purchased by the Plaintiffs.

53. The Plaintiffs allege that Defendant and its employees breached a duty owed to the Plaintiff by failing to properly assemble, instruct, research, purchase, inspect, test, label, warn of risks, warn of recalls, specify, assist in the installation, repair, replace, and service the RadMini 4 electric bicycle purchased by the Plaintiffs.

54. The Plaintiffs allege that as a direct and proximate result of the Defendant and its employees breach of duty, Plaintiff Pauliina Greaves sustained serious injury to her left hand, left wrist, right hand, right wrist, and fingers, which required medical care.

55. The Plaintiffs allege that as a direct and proximate result of the Defendant and its employees breach of duty, Plaintiff Pauliina Greaves suffered those special and general damages as set forth herein above and incorporated by this reference.

VI.

FOURTH CAUSE OF ACTION: STRICT LIABILITY

56. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 55 above.

57. The Plaintiffs allege that the Defendants and its employees are strictly liable for the defective and unreasonably dangerous condition of the RadMini 4 electric bicycle purchased by the Plaintiffs under section 402A of the Restatement (Second) of Torts and through Utah Case Law.

58. The Plaintiffs allege that the Defendant and its employees are strictly liable under Section 402 of the Restatement (Second) of Torts for the defective and unreasonably dangerous condition of the RadMini 4 electric bicycle because the Defendant and its employees knew, or had reason to know, that the RadMini 4 electric bicycle was likely to be dangerous.

59. Under the Utah Liability Reform Act and Utah Case Law, retailers such as the Defendant are liable if they sell a defective product, even where product liability claims are brought against a manufacturer.

60. Defendant and its employees engaged in the business of selling the RadMini 4 electric bicycle to the Plaintiffs.

61. RadMini 4 electric bicycles are expected to and do reach consumers without substantial change in the condition in which they are sold.

62. The Plaintiffs allege that the RadMini 4 electric bicycle purchased by the Plaintiffs had a defective condition that was unreasonably dangerous to the Plaintiffs, which electric bicycle included a loose stem riser clamp bolt.

63. This defect occurred during the design, manufacturing, development, production, testing, inspection, assembly, sale, and distribution of the product.

64. The defect in the RadMini 4 electric bicycle existed at the time that the product was sold and sent to the Plaintiffs. In fact, Pauliina Greaves experienced the defect when riding the RadMini 4 electric bicycle for the first time after purchase.

65. The Defendant and its employees failed to follow the policies, procedures, and delivery processes that would have led to the discovery of the defective condition of the RadMini 4 electric bicycle before it was shipped to the Plaintiffs.

66. The Plaintiffs allege that if the Defendant and its employees had properly inspected and tested the RadMini 4 electric bicycle, the loose stem riser clamp bolt would have been discovered before it was shipped to the Plaintiffs.

67. The Plaintiffs allege that the RadMini 4 electric bicycle was unreasonably dangerous due to the loose stem riser clamp bolt, which caused the handlebars on the bicycle to spin freely without turning the front wheel.

68. The Plaintiffs allege that the RadMini 4 electric bicycle was unreasonably dangerous to the extent that it could not be ridden and operated in the normal course of operating an electric bicycle by an experienced and trained electric bicycle rider.

69. The Plaintiffs allege that the defect in the RadMini 4 electric bicycle purchased by the Plaintiffs was dangerous beyond the extent that would be contemplated by an ordinary electric bicycle rider.

70. The Plaintiffs allege that the RadMini 4 electric bicycle purchased by the Plaintiffs had defects and was dangerous to ride.

71. The defective condition of the RadMini 4 electric bicycle caused Plaintiff Pauliina Greaves to suffer serious injury to her left and right hands and wrists as described above, and Plaintiff Pauliina Greaves suffered past and present medical bills, wage loss, impaired earning capacity, out-of-pocket expenses, and will suffer future damages as addressed above and incorporated herein.

72. Plaintiffs allege that the Defendant is strictly liable for Plaintiff Pauliina Greaves special and general damages listed above.

VII.

**FIFTH CAUSE OF ACTION: VIOLATION OF THE UTAH PRODUCTS
LIABILITY ACT**

73. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 72 above.

74. Under the Utah Liability Reform Act and Utah Case Law, retailers such as the Defendant are liable if they sell a defective product, even where product liability claims are brought against a manufacturer of a product.

75. At all material times herein, the Defendant had a duty not to violate the safety statutes in testing, assembly, research, inspection, and warning of the RadMini 4 electric bicycle's loose stem riser clamp bolt.

76. The Plaintiffs allege that the RadMini 4 electric bicycle was sold and sent to the Plaintiffs in an unreasonably dangerous condition to an extent beyond that which would be contemplated by an ordinary buyer or operator of a RadMini 4 electric bicycle.

77. The Plaintiffs allege that the RadMini 4 electric bicycle purchased by the Plaintiffs from the Defendant was unreasonably dangerous and was not rideable in violation of Utah Code §78B-6-702.

78. The defective condition of the RadMini 4 electric bicycle caused Plaintiff Pauliina Greaves serious injury to her hands and wrists as outlined above and incorporated herein, which injury caused Plaintiff Pauliina Greaves special and general damages as outlined above and incorporated herein.

79. The Plaintiffs allege that the Defendant and its employees were negligent, in addition to the acts listed above, in manufacturing, designing, testing, inspecting, and assembling the RadMini 4 electric bicycle purchased by the Plaintiffs.

VIII.

SIXTH CAUSE OF ACTION: FAILURE TO WARN

80. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 79 above.

81. The Plaintiffs allege that the Defendants and its employees did not timely warn of the loose stem riser clamp bolt and other dangerous conditions of the RadMini 4 electric bicycle that the Defendant and its employees sent to the Plaintiffs.

82. As a consequence of the Defendant and its employees' failure to warn the Plaintiffs of the loose stem riser clamp bolt and of other dangerous conditions of the electric bicycle, Plaintiff Pauliina Greaves was injured, as listed and incorporated above in this Complaint.

83. The Defendant and its employees warning of the loose stem riser clamp bolt on June 2, 2020 was sent to the Plaintiffs sixty-one days after the purchase of the RadMini 4 electric bicycle, which is not a seasonable or timely warning, leading to Plaintiff Pauliina Greaves' injury. *See generally E-mail from the Rad Power Bikes Product Support Team dated June 2, 2020* (attached as Ex. 2).

84. As a direct and proximate result of the Defendant and its employees' failure to timely warn the Plaintiffs of the loose stem riser clamp bolt and other dangerous conditions, Plaintiff Pauliina Greaves suffered special and general damages as set forth herein above and incorporated by this reference.

IX.

SEVENTH CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION

85. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 84 above.

86. The Defendant and its employees negligently represented to the Plaintiffs that the RadMini 4 electric bicycle was safe for use and operation on roadways and hard surfaces in the State of Utah.

87. The Defendant and its employees represented to the Plaintiffs that the RadMini 4 electric bicycle would be safe to ride if the manufacturer's video and instructions were followed for the assembly of the RadMini 4 electric bicycle.

88. The Plaintiffs allege that misrepresentations were made by Defendant and its employees, as the RadMini 4 electric bicycle was in an unreasonably dangerous condition when it was sent to the Plaintiffs by the Defendant and its employees.

89. The Plaintiffs followed the manufacturer's video and instructions in assembling the RadMini 4 electric bicycle sent to them, and after the specified assembly, the bicycle remained unsafe to ride due to the loose stem riser clamp bolt and other dangerous conditions, which loose bolt was not addressed in the assembly instructions.

90. The Plaintiffs relied upon the Defendant and its employees' misrepresentation that if the manufacturer video and instructions were followed, the RadMini 4 electric bicycle would be safe to ride.

91. As a direct and proximate result of the Defendant and its employees' misrepresentation and wrongful conduct, Plaintiff Pauliina Greaves sustained injuries that required medical attention and suffered special and general damages, as addressed above, which are referenced above and incorporated herein.

X.

EIGHTH CAUSE OF ACTION: BREACH OF IMPLIED WARRANTY OF FITNESS AND MARKETABILITY

92. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 91 above.

93. The Plaintiffs allege that, at the time of the purchase of the RadMini 4 electric bicycle, the Defendant was in the business of selling electric bicycles.

94. The Plaintiffs allege that the RadMini 4 electric bicycle sent to the Plaintiffs by the Defendant and its employees was unsafe to ride due to the loose stem riser clamp bolt and other dangerous conditions, which allowed the handlebar assembly to move freely relative to the steering tube and front wheel, causing Plaintiff Pauliina Greaves to lose control of the RadMini 4 electric bicycle when she rode it for the first time.

95. As a consequence, Pauliina Greaves sustained serious injury, which is addressed above and incorporated herein.

96. The Plaintiffs allege that the RadMini 4 electric bicycle sold to them by the Defendant and its employees was not of marketable quality and was unfit and unusable for its intended purpose of being ridden.

97. The Plaintiffs allege that the RadMini 4 electric bicycle sold to the Plaintiffs by the Defendant and its employees did not perform the purpose of its design because of the loose stem riser clamp bolt and other dangerous conditions.

98. The Plaintiffs allege that the Defendant and its employees failed to comply with Utah Code § 70A-2-314, which sets forth the implied warranty of merchantability.

99. The Plaintiffs allege that the Defendant and its employees failed to make merchantable the RadMini 4 electric bicycle sold to the Plaintiffs.

100. The Plaintiffs allege that the Defendant and its employees failed to comply with Utah Code §70A-2-315, and failed to make the RadMini 4 electric bicycle sent to the Plaintiffs fit for its particular purpose by sending the bicycle to the Plaintiffs with a loose stem riser clamp bolt and other dangerous conditions.

101. The Plaintiffs allege that as a result of the Defendant and its employees' breaching of its implied warranties, Plaintiff Pauliina Greaves has sustained special and general damages as outlined above, which are incorporated herein.

XI.

**NINTH CAUSE OF ACTION: LOSS OF CONSORTIUM CLAIM FOR
PLAINTIFF WESLEY GREAVES**

102. The Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 101 above.

103. The Plaintiffs allege that they are legally and lawfully married pursuant to the laws of the State of Utah.

104. As a direct and proximate result of the Defendant and its employees' negligent acts, omissions, and wrongful conduct, Plaintiff Wesley Greaves asserts a claim of loss of consortium pursuant to Utah Code §30-2-11 as a result of the serious injuries suffered by Plaintiff Pauliina Greaves in an amount to be established at trial.

WHEREFORE, Plaintiffs prays for relief as follows:

1. This action is filed pursuant to Tier III, Rule 26, Utah Rules of Civil Procedure.
2. For past and future medical bills, wages, and other out-of-pocket losses in an amount yet to be fully ascertained. Plaintiffs will seek leave of Court to amend in the amount of said damages once the same are known.
3. For general damages in an amount to be proven at trial.
4. For Consortium damages in an amount to be proven at trial.
5. For costs of court, interest, and such other and further relief as the Court deems just and proper.

DATED this 3rd day of March, 2022.

ROBERT J. DEBRY & ASSOCIATES
Attorneys for Plaintiff

/s/ S. Brook Millard
S. BROOK MILLARD
BRYCE W. KARTCHNER

#444

EXHIBIT 1

From: Rad Power Bikes <info@radpowerbikes.com>

Subject: Order #192076 confirmed

Date: April 8, 2020 at 4:50:52 PM MDT

To: pauliinagorham@yahoo.com



ORDER #192076

Thank you for your purchase!

Hi PAULIINA,

We have received your order! Orders typically ship the next business day after payment confirmation unless specified on the item's product page.

[View your order](#)

or [Visit our store](#)

Order summary



Basket Bag - Small × 1

\$49



RadMini Rear Rack × 1
Black

\$79



RadMini Electric Fat Bike Version 4 × 1
Black

\$1,499

Subtotal

\$1,627

Shipping	\$0
UT COUNTY TAX	\$22
UT SPECIAL TAX	\$18
UT STATE TAX	\$79
UT SPECIAL TAX	\$17

Total **\$1,763 USD**

Customer information

Shipping address

PAULIINA Greaves
6407 South Moose Meadow Ln.
Brighton UT 84121
United States

Billing address

PAULIINA Greaves
6407 South Moose Meadow Ln.
Brighton UT 84121
United States

Shipping method

Shipping

Payment method

Affirm — **\$1,763**

If you have any questions, reply to this email or contact us
at info@radpowerbikes.com

EXHIBIT 2

----- Forwarded Message -----

From: Tony Thomas (Support) <radfix@radpowerbikes.com>

To: Wes Greaves <senatorgreaves@yahoo.com>

Sent: Monday, June 22, 2020, 10:41:23 AM MDT

Subject: [Rad Power Bikes] Re: Re: PLEASE READ: Service update needed on your RadMini

##- Please type your reply above this line -##

Your request (313649) has been updated. To add additional comments, reply to this email.



Tony Thomas (Rad Power Bikes)

Jun 22, 2020, 9:41 AM PDT

Hello Wes,

Sorry for the delay in response, I want to make sure I am getting everything fully taken care of for you. Can you please confirm the date of the injury, along with copies of the medical bills and documentation of any out-of-pocket medical expenses? After this, I will pass these along and work towards getting these medical costs covered for you and your wife. Thank you and I hope you are both doing well!

Regards,

Tony Thomas

Product Support Manager

Rad Power Bikes



Wes Greaves

Jun 17, 2020, 8:50 AM PDT

Thanks, Tony. Quite honestly, I would like Rad to cover our out of pocket for her surgeries. This accident will cost us around \$7,000 for medical, not to mention lost wages. Her surgeon also said she will most likely suffer from arthritis as she gets older as a result of her injuries.

Sent from my iPhone

> On Jun 16, 2020, at 2:11 PM, Tony Thomas (Support) <radfix@radpowerbikes.com> wrote:
>
>



Tony Thomas (Rad Power Bikes)

Jun 16, 2020, 1:11 PM PDT

Hello Wes,

Thank you for reaching back out and I hope all is well. Were you able to back out the stem bolts and retighten them since the last time we spoke? I am still happy to help locate a bike shop that you would be able to utilize to perform a full tune-up on the Radmini if you wish, as well as cover the cost. Moving forward, may I ask what next steps you would like to see taken on our end in order to ensure I am covering everything for you. After your reply, I will make sure to get right on it and help out in any way that we can as quickly as possible. Thank you again for your patience in this matter and for working with us.

Regards,

Tony Thomas
Product Support Manager
Rad Power Bikes



Wes Greaves

Jun 12, 2020, 9:39 AM PDT

Hello Chris,

Just wanted to check back with you to see if there has been any movement on this.

Wes Greaves



Wes Greaves

Jun 3, 2020, 9:31 AM PDT

Hello,

I am responding on behalf of my wife, who recently received her Rad Mini.

We truly wish she had been warned about this potential problem before taking her bike out for it's first test ride, as the problem described in your email resulted in here handlebars coming loose, and her falling and breaking her wrist on one hand, and her finger on the other.

She has now received two surgeries, at an out of pocket cost to us in the neighborhood of \$7,000. Not to mention, as the owner of a day spa, the delay of being able to open her business back up in a timely manner.

We would appreciate any help you can give us in this matter.

Wes and Paulina Greaves

On Tuesday, June 2, 2020, 08:50:22 PM MDT, Paulina Gorham <paulinagorham@yahoo.com> wrote:

Begin forwarded message:

From: Rad Power Bikes <RadFix@radpowerbikes.com>

Date: June 2, 2020 at 6:03:12 PM MDT

To: PAULIINA Greaves <paulinagorham@yahoo.com>

Subject: PLEASE READ: Service update needed on your RadMini

We have an urgent message regarding an update to the RadMini you recently purchased.

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essential to follow these instructions to make sure this won't happen with your ebike (this includes the RadMini 4 AND RadMini Step-Thru 2).

Out of an abundance of caution, we highly recommend that you do not ride your RadMini until you have the bike serviced by a professional, which we will pay for. We know you are eager to get out and ride, so we're outlining the options available to you to get it serviced by a qualified bike mechanic:

- Take your RadMini to a local, qualified bike mechanic of your choice to perform this service for you (the mechanic can follow the instructions here). The bike shop can either contact Rad directly for payment prior to service, or you can provide the payment up front and we will reimburse you.
- Schedule a Rad Mobile Service or velofix mobile mechanic to come to you if you're located within the service area. Again, this option is free of charge to you.
- If you are near our showroom and service center in Seattle, you can schedule a service appointment starting next week, and we will perform the service free of charge. If you'd like to go this route, please contact Rad Customer Service at RadFix@radpowerbikes.com or 1-855-458-8558 to schedule an appointment.

This is a simple and quick procedure where the mechanic will check and, if necessary, tighten the bolts that hold the handlebar stem riser to the front fork steerer tube. To test that the stem riser is tight enough they will stand in front of the bike, hold the front wheel between their legs, and tug on the handlebar with a reasonable amount of force in both directions to make sure the handlebar does not rotate. If tightening is required, they will use a 6 mm Allen wrench to first loosen and then re-tighten the 2 bolts at the base of the stem riser, then repeat the above handlebar twist test procedure and further tighten the bolts if necessary

If you have any questions about this, please contact Rad Customer Service at RadFix@radpowerbikes.com or 1-855-458-8558.

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Thanks for riding Rad,

The Rad Power Bikes Product Support Team

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No longer want to receive these emails? Unsubscribe.

Please don't reply to this email as our Rad crew won't see it. Instead, email us at info@radpowerbikes.com.

Rad Power Bikes

1128 Nw 52Nd St Seattle, WA 98107-5129

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Can't see this email? View in Your Browser

|
|
Attachment(s)
IMG_8980 (2).jpg

This email is a service from Rad Power Bikes. Delivered by [Zendesk](#) | [Privacy Policy](#)

EXHIBIT 3

AMERICAN EXPRESS


[Help](#)
[Log Out](#)











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-42003

<input type="checkbox"/>	Jul 7	  CAFFE EXPRESSO (9...	\$4.50
<input type="checkbox"/>	Jul 7	  GOOGLE ADS922160...	\$298.46
<input type="checkbox"/>	Jul 7	  UNIVERSITY VETERI...	\$150.00
<input type="checkbox"/>	Jul 6	  CHEVRON 0355749/...	\$48.65
<input type="checkbox"/>	Jul 6	  FISHERS CYCLERY 6...	\$67.44